

# STRUCTURE FOR SALE

2014 El Centro Blvd.

East Nicolaus CA. 95659





## **HOME FOR SALE AND REMOVAL STRUCTURE ONLY**

### **BY PUBLIC AUCTION**

See Data Sheet for map and details

PROPERTY SOLD "AS IS"

**Public Auction Date:** September 17, 2003  
**Auction Bidding Begins:** 1:00 p.m. Sharp!  
**Auction Numbers Available:** 12:15 p.m. to 12:45 p.m.

**AUCTION LOCATION:  
2014 El Centro Blvd.  
East Nicolaus, CA. 95659**

Offer: The successful bidder will be offered a (10) day Option to Purchase- Cash Terms – Balance due by October (1), 2003.

**Required Deposit:** Bidders must provide proof of possession of a cashiers check in the amount of **\$1500.00** made payable to the Department Of Transportation to obtain a bidders number. The successful bidder must submit their auction deposit and upgrade total deposit to 10 % of bid amount within 48 hours of completion of award.

For further information contact: "See all Caltrans Property For Sale"

**<http://www.dot.ca.gov/property/>**

Bill Walker, Right of Way Agent  
Department Of Transportation  
P.O. Box 911  
720 Yuba Street  
Marysville, CA. 95901  
(530) 741-7142

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## OPEN HOUSE NOTICE

The structure will be open for Public viewing by **appointment only**. Viewing days are as follows. **Tuesday** and **Thursday** between the hours of 10:00 a.m & 12:00 p.m. Call or send e-mail to schedule. There will be a scheduled viewing on the date of sale between the hours of 10:00 a.m. & 12:00 p.m.

All bidders are encouraged to make visual inspections of the structures prior to submitting bid. The structures are being sold in “AS IS” condition.

### **NO PERSONAL CHECKS OR CASH ACCEPTED.**

The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

For further information, call or write:

Department of Transportation  
Property Management  
P.O. Box 911  
Marysville, CA. 95901 / **Phone:** (530) 741-7142

Schedule appointments:

E-mail address: **william\_walker\_jr@dot.ca.gov/**  
Phone: (530) 741-7142

Office hours are weekdays from 8:00 a.m. to 4:30 p.m. The lobby hours are from 7:30 a.m. to 5:00 p.m. Located at 720 Yuba Street Marysville CA. 95901.

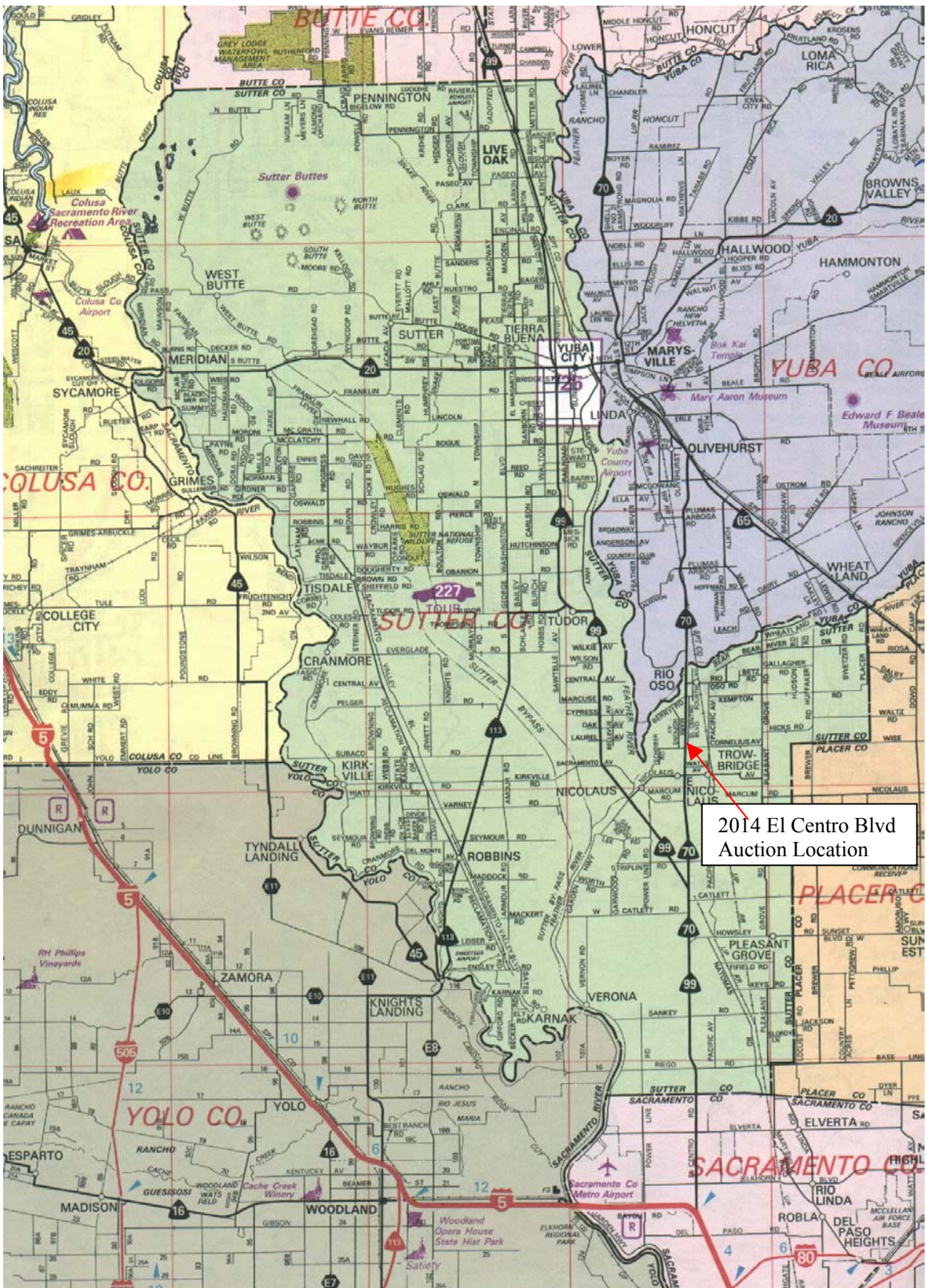
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## WE ARE ON THE INTERNET!

You can find a statewide list of all Caltrans excess  
Properties for sale at our web site:  
<http://www.dot.ca.gov/property>

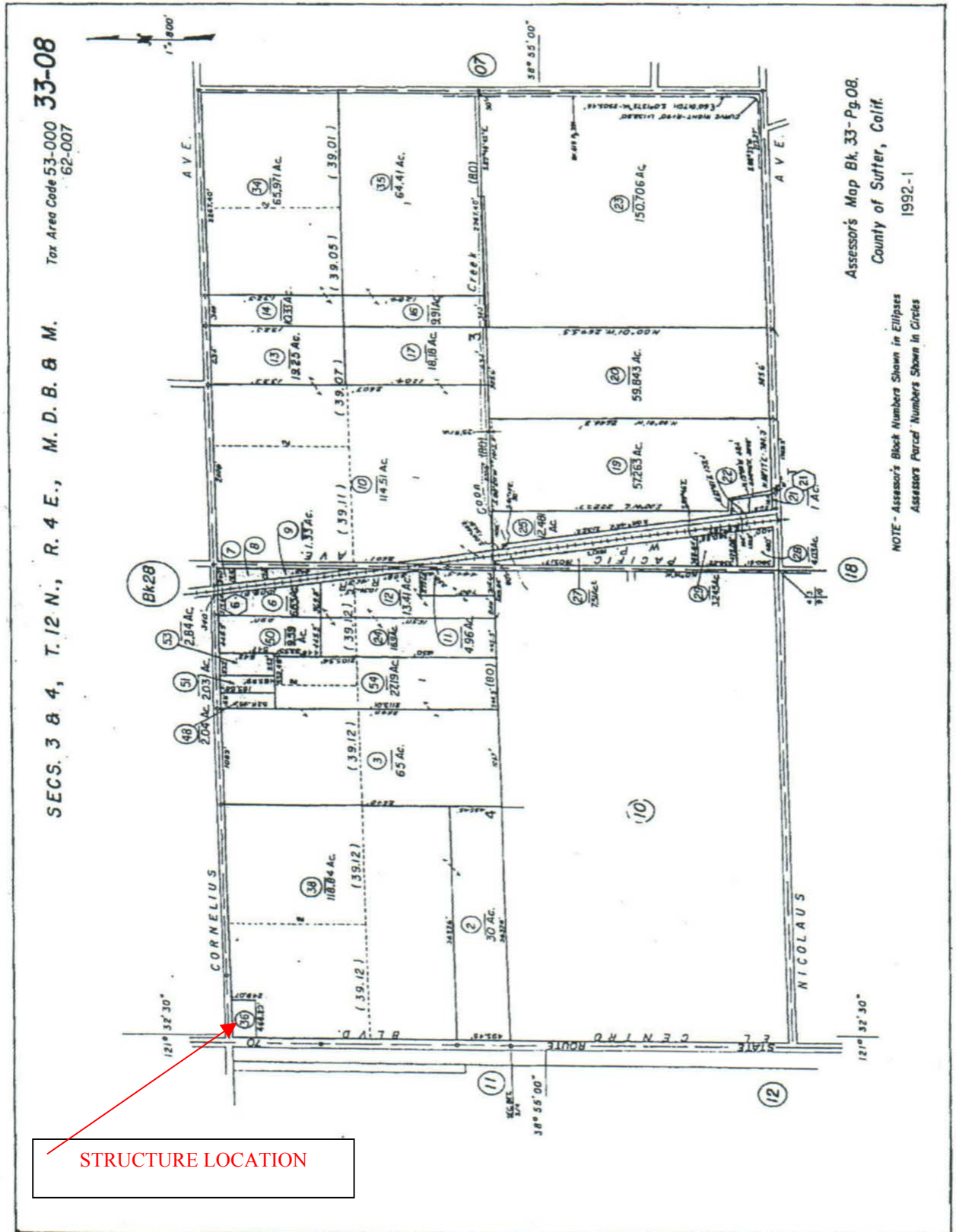


Location Map  
Public Auction Sutter County



# Assessors Parcel Map

APN-33-080-036





## DATA SHEET

### **STRUCTURE ONLY SALE**

**2014 El Centro Blvd. East Nicolaus CA. 95659**  
(CORNER OF CORNIELUS & HWY 70)

*3,278 sq ft. Home / 1,562 Sq ft. Garage w/ shop*

**Public Auction:** Beginning at **1:00 p.m, September 17, 2003** at the site.

Bid Deposit: **\$1500.00** in the form of a Cashier's Check, Certified Check or Money Order

Minimum Bid: **\$2500.00** Bids will be raised in **\$200.00** increments.

Contact: Department of Transportation, Bill Walker (530) 741-7142

One Single Family Residence / One 4 –Car garage w/shop. STRUCTURE ONLY SALE

Address: Both house and detached 4-car garage w/ shop are located at  
2014 El Centro Blvd.  
East Nicolaus CA. 95659

House Size : 3278 +/- S.f. Garage Size: 4 car w/ shop +/- 1562 S.f.

Improvements: Single family residence built approximately 1959. The home consists of 3 bedrooms, 3 bathrooms, kitchen, dining room, office, family room, living room, recreation room, laundry room, brick perimeter with pier and post foundation, shake roof, exterior is form particle siding, carpet, vinyl floors, two fireplaces, wood stove, and dual pane vinyl windows. There is a detached 4- car garage and shop that was constructed in 1988.

### **SALE REMOVAL SCHEDULE**

See "Notice of Sale:" -----Page-6

**NOTICE OF SALE – VERBAL BID**

RW 12-4 (REV. 7/1998)

SINGLE FAMILY RESIDENCE

( STRUCTURE SALE ONLY )

3278 S.f. Home / 1562 S.f. Garage w/ Shop

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 720 YUBA STREET  
 P.O. BOX 911  
 MARYSVILLE, CA 95901  
 PHONE 530-741-7142  
 FAX 530-741-4490  
 TTY 530-741-4509

PUBLIC AUCTION WILL BE HELD BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, for sale of the following improvements to be removed from the State Highway Right of Way in East Nicolaus, CA.95659.

Beginning at 1:00 p.m., **September 17, 2003** at the site listed:

ADDRESS	TYPE OF IMPROVEMENT	REMOVAL DATE	MINIMUM BID	AMOUNT OF DEPOSIT
2014 El Centro Blvd. East Nicolaus, CA 95659 (Corner of Cornielus & Hwy 70)	SFR 3,278 S.f. 3-Bdrm, 3 Bth, 4-Car Garage w/ Shop	9/17/03	\$2500.00	\$1500.00

The amount of the deposit must be paid by Cashier's Check, Certified Check or Money Order at the time of the auction.

The improvements are open for inspection Tuesday & Thursday from 10:00 a.m. to 12:00 p.m. **by appointment only**. The structure will also be open for viewing the date of sale between the hours of 10:00 a.m. to 12:00 p.m.

**SALE REMOVAL SCHEDULE**

Remaining balance due on purchase price. **(October 1, 2003)**

\$3000.00 Performance bond due.

Signed removal plan with State Certified licensed Contractor due. "All Contractors must be State Certified and licensed in class necessary to perform removal operation." See attachment # 2 - Contractor Classification Chart.

**Final Clearance Date for all structures:** **(November 17, 2003)**

Single Family Residence / 4 – Garage w/ shop

**Date of repossession for all structures:** **(November 18, 2003)**

Single Family Residence / 4 – Garage w/ shop

Date of repossession by State, and / or forfeiture of all monies paid including the performance bond and / or **\$100.00** per day land rental fee until the property is cleared.

**ADA Notice**

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

Deposit of *Cashier's Check, Certified Check*, or Money Order in the amount of the deposit will be required to be made at the time of the auction. The balance in *Cashier's Check, Certified Check* or Money Order, must be paid within ten (10) days, Saturdays, Sundays, and holidays excluded, from the date of sale. The Department of Transportation (Department) reserves the right to reject any and all bids.

Successful bidder (Buyer) will be required to execute a Purchase Proposal contract with the Department agreeing:

- A. To supply a copy of a signed contract with a licensed State Contractor, certified in class necessary to perform all removal operations under Chapter 9, Division 3 of Business and Professions Code within ten (10) working days of the date of sale. "See Contractor License Classification Chart – Attachment # 2."
  - B. To supply a detailed removal plan and schedule for all improvements, in writing, within ten (10) days of the date of sale. The Department reserves the right to reject any and all proposals. If the proposal is rejected, the sale may be cancelled at the Department's discretion.
  - C. If asbestos-containing material (ACM) is present in the improvements, the Buyer's proposal shall include detailed plans on how ACM will be handled. Department does have **Asbestos Survey Report**, See attachment # 1. - Buyer may have the property tested at his/her own expense.
  - D. To supply a satisfactory Performance Bond acceptable to the Department in the amount of **\$3000.00** within ten (10) days from date of sale, Saturdays, Sundays and holidays excluded. The necessary bond forms for execution by Bonding Company will be provided to successful Buyer by the Department.
  - E. If Buyer fails to deposit the money, pay the balance due, or furnish the Department with a Performance Bond, the Department shall have the right, at its option, to terminate or cancel the contract. Upon the exercise of such right, all rights of Buyer in the subject property granted by the contract shall cease and all monies paid to the Department under the subject contract terms up to the time of the breach shall be retained to offset actual damages sustained by the department as a direct and proximate result of said breach of contract. Upon cessation of Buyer's right, title and interest in the subject property, title to such property shall revert to the Department and the Department may resell or dispose of such property as it sees fit without recourse by Buyer.
2.
    - A. To remove the improvements within the specified time.
    - B. Within ten (10) working days after removal of improvements, remove all combustible materials, garbage, debris and other rubbish leaving only concrete foundations and concrete flat work on the premises and preserving as much vegetation as possible. Trees and bushes may be cut as necessary to remove the improvements from the premises with written approval from the Department. Fences adjoining occupied improvements shall not be removed.
    - C. All mudsill bolts and reinforcing steel left protruding shall be bent over or sheared at all exposed surfaces.
    - D. If any utility services lines to other building or improvements are disconnected, destroyed, or otherwise impaired during removal of said improvement, Buyer, at his own expense, shall provide such other buildings or improvement with adequate substitute utility service lines in lieu of those affected.
    - E. If Buyer is to remove a pump from a water well as part of the specified improvements, Buyer, at his own expense shall have well destroyed in accordance with local and state requirements.
    - F. Buyer, at his own expense, shall either cap or cause to be capped by others (as Department may elect) any sewer serving the improvements. Such capping shall be done in a manner satisfactory to the State and in accordance with local requirements.
    - G. Buyer, at his own expense, shall have any septic or cesspool destroyed in accordance with local and state requirements. Department representative must inspect open cesspools and / or septic tanks prior to backfill.
    - H. Should Buyer fail to comply with any of the provisions of A through F inclusive above, within the time limits prescribed by the Department, the Department shall have the right to complete all operations therein described at Buyer's expense.
    - I. All underground fuel tanks will be removed by the Department under separate contract.
    - J. If Buyer is an owner or purchase of land immediately adjacent to the State right of way, improvements purchased must be set back from the said right of way line at least fifty (50) feet.
  3. Buyer shall only have the right to remove the improvements as specified and shall enjoy no other rights upon the premises.
  4. Buyer shall not remove any property or any part thereof until full payment is made, bond furnished, and the necessary Bill of Sale issued.



5. If Buyer defaults in the (a) payment of the balance due; (b) furnishing the required Performance Bond; (c) performance of any of the agreed upon obligations stated in paragraph 1 inclusive of these Terms of Sale; or (d) in the performance of any agreed upon obligation of the said Buyer pursuant to the subject contract, the Department may demolish or remove the improvements at Buyer's expense and Buyer will reimburse the Department for any and all expenses incurred for demolition (including asbestos abatement), removal and site clearance. Because of the necessity of having the real property of the Department cleared on or before the due date agreed upon in the contract, and for other good cause, time is specifically made of the essence of the contract.
6. The successful bidder may either remove the improvements himself or cause it to be done by others. While no State Contractor's License is required to purchase improvements and to cause them to be removed by other, the person or company or successful bidder who performs the work of removing the building must be a licensed State Contractor under Chapter 9, Division 3 of Business and Professions Code, unless the total net remuneration received by the successful bidder including cash and value of the removed improvements is less than \$300.00.
7. The Department makes no guarantee that any buildings sold will be movable or that permits will be granted to place them in any specific location. The purchaser of the building or buildings assumes all risk and responsibility in the wrecking and / or moving operations including any laws by reason of vandalism after acceptance by the Department of the deposit as above provided.
8. Buyer shall secure all necessary permits and certificates required in connection with the wrecking or removal of any building and shall comply with all pertinent local ordinances.
9. The Department reserves the right to reject any and all bids.
10. The buyer should be aware that the property being purchased may contain lead based paint. The State does **not** have (lead survey attached). Although see attachment #3 entitled: Protect your family from lead in your home. Buyer may have the property tested at his/her own expense.
11. In the event Buyer fails to have Department property cleared of all improvements and debris by the specified clearance date, the Buyer will be judged in default and the State will charge Buyer a land rental fee in the amount of \$100.00 per day following the final clearance date and / or repossess the property or if the house has been removed but the lot has not been cleared, the State will use the bond to clear the lot. In the event the Department deems it necessary to protect Department property at the site location and / or if improvements have been moved to another temporary location on State property a temporary fence will be erected and the Buyer will be held liable for payment of the fence rental fees.

**STATE OF CALIFORNIA**  
DEPARTMENT OF TRANSPORTATION  
720 YUBA STREET  
MARYSVILLE, CA 95901  
530-741- 7142

**PURCHASE PROPOSAL**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
720 YUBA STREET  
MARYSVILLE, CA 95901  
PHONE 530-741-7142  
FAX 530-741-4490  
TTY 530-741-4509

September 17, 2003  
Date of Sale

\_\_\_\_\_  
IDR

SUT-70, 8.00  
County-Rte, P.M.

For the Purchase of the following improvement(s):

Single family residence, 3 bedroom, 3 bathroom with 4- Car detached garage w/ Shop and miscellaneous minor improvements  
located at 2014 El Centro Blvd. East Nicolaus CA. 95659.

The undersigned, hereinafter called "Buyer" agrees to the conditions of purchase hereinafter set forth and the Terms of Sale attached hereto and further agrees to pay to the State of California, Department of Transportation, hereinafter "Department" at 720 Yuba Street, Marysville, CA 95901 the amount of

\_\_\_\_\_ Dollars (\$) as full  
payment for the purchase of the above described improvements with

\_\_\_\_\_ Dollars (\$) paid at  
the time and the balance of

\_\_\_\_\_ Dollars (\$) due  
within ten (10) days from date of sale, Saturdays, Sundays and holidays excluded.

**All payments must be made in *Cashier's Check, Money Order, or Certified Check* made out to the order of the Department of Transportation.**

The undersigned agrees to take delivery of the above-described improvements immediately upon receipt of Bill of Sale and agrees to have the premises cleared of all buildings in accordance with Terms of Sale on or before **November 17, 2003**.

Buyer shall supply a Performance Bond acceptable to the Department in the amount of \$3000.00 within ten (10) days from date of sale, Saturdays, Sundays and holidays excluded.

Upon full payment to the Department, as aforesaid, and furnishing as required of Performance Bond, the Department will execute a Bill of Sale for the property so sold. In no event shall any property be removed from the premises until said Bill of Sale is duly signed and delivered by the Department.

All provisions of the attached Terms of Sale are hereby specifically incorporated by reference into the terms of this contract, and Buyer agrees to perform each of the said Terms of Sale, and all of them. Buyer hereby acknowledges reading, and having read hereby agrees to all terms, rights and remedies as set forth in the aforementioned Terms of Sale, and specifically with reference to the provisions of paragraphs 4 and 6 of the said Terms of Sale.

Buyer: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
720 YUBA STREET  
MARYSVILLE, CA 95901  
PHONE 530-741-7142  
FAX 530-741-4490  
TTY 530-741-4509

September 17, 2003  
Date of Sale

\_\_\_\_\_  
IDR

SUT-70, 8.00  
County-Rte, P.M.

KNOW ALL MEN BY THESE PRESENTS:

That we, as Principal, hereinafter designated as the “Buyer”, and

\_\_\_\_\_, as Surety, are held and firmly bound unto the State of California, Department of Transportation hereinafter known as Department in the sum of **Three Thousand Dollars (\$3000.00)**, to be paid to the Department or its certain attorney, its successors and assigns; for such payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the above bounden Buyer , his or its heirs, executors, administrators, successors and assigns, shall in all things stand to conditions and agreements in the foregoing Purchase Proposal and Notice of Sale covering improvements detailed below and removal of said improvements at **2014 El Centro Blvd. East Nicolaus, CA. 95659.**

Improvements: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
The undersigned Buyer hereby agrees that Terms of Sale will be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the Department, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. The extension, or extensions, by the Department, of time for performance by the Buyer of said Terms of Sale shall not constitute a release in any particular whatsoever of the Surety’s obligation hereunder.

IN WITNESS WHEREOF, we hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Buyer: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

Surety: By \_\_\_\_\_  
Signature

Address of Surety: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
Performance Bond Number



**BILL OF SALE**

State of California, Department of Transportation of 720 Yuba Street, Marysville, CA 95901  
in consideration of \$\_\_\_\_\_ paid and delivered by:

\_\_\_\_\_ of \_\_\_\_\_  
Name of Buyer Address of Buyer

\_\_\_\_\_, the receipt of which is hereby acknowledged, does  
hereby sell, assign, convey, transfer and deliver to

\_\_\_\_\_ the following goods:

Improvements located at; 2014 El Centro Blvd. East Nicolaus CA. 95659 a single family residence with 3 bedrooms and 3 bathrooms, 4-Car Garage and miscellaneous minor improvements.

To Have and to Hold the same unto the said buyer and the heirs, executors, administrators, successors and assigns of the buyer forever.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2003.

State of California  
Department of Transportation

By: Bill Walker  
Right Of Way Agent

Date: \_\_\_\_\_